

FROM : M2 CONSULTING

PHONE NO. : 770 253 6228

Oct. 24 2003 03:50PM P2

OCT-24-03 FR: 03:32 PM PSDI

FAX: 17812802225

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100 Crosby Drive
Bedford, MA 01730
Direct: 781.280.2042
Fax: 781.280.2225

Craig Newfield
Vice President & General Counsel

Via Facsimile & U.S. Mail

October 24, 2003

Mr. T.R. Bevington
M2 Consulting, Inc.
57-B Jefferson Parkway
Newnan, GA 30262

C. Bradford Sears, Jr.
Sanders, Haugen, Sears & Meeker, P.C.
11 Perry Street
Newnan, GA 30264

Re: MAXIMO Hosting Affiliate Agreement

Dear Messrs. Bevington and Sears:

Reference is made to the MAXIMO Hosting Affiliate Agreement made between MRO Software, Inc. ("MROI") and M2 Consulting, Inc. ("M2") dated November 4, 2002, and Schedule A thereto (the "Agreement"). Unless otherwise defined herein, all capitalized terms shall have the meanings given in the Agreement.

Notice of termination is hereby given under Section 9(c) of the Agreement. Accordingly, the Agreement will terminate 90 days from the date of this notice, on January 22, 2004.

Further, because M2 has failed to make any payments owed under the Agreement (payments owed are believed to be in excess of \$100,000), notice is hereby given under Section 9(d) of the Agreement that by its failure to make such payments M2 has breached the Agreement, and that the Agreement will be terminated 30 days from the date of this notice (November 24, 2003), unless this breach is cured to MROI's satisfaction. To cure this breach M2 must, and demand is hereby made that M2:

- provide a complete report of all Customers using the Product at any time during the term of the Agreement, as well as during the term of the prior agreement dated March 22, 2000, including the hosting fees owed by each Customer and the date that each Customer first became a Customer; and
- pay MROI (i) 50% of the net monthly fees received by M2 for Customers who first became Customers from and after November 4, 2002, and (ii) 20% of the net monthly hosting fees received by M2 from each Customer who was a Customer as of the date of the Agreement.

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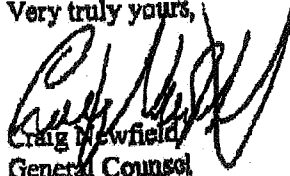
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Please be further reminded that the fees were payable under the Agreement "For Customer's [sic] using the Products..." (see Section 4 of Exhibit A.), and that the grant of rights by MROI to M2 under the Agreement was made "Subject to the terms and conditions" of the Agreement (see Section 1 of the Agreement), include provisions requiring payment to MROI. Therefore, unless such payments are made in full, and irrespective of termination of the Agreement, M2 has no right to permit any end-user to access, use or benefit from the use of the Products, and M2 has no right to (i) access or execute the Products, or (ii) to act as an ASP with respect to the Products or transmit end-user data to end-users, or (iii) make any other use of the Products whatsoever.

MROI reserves all rights and remedies available under the Agreement or otherwise, including without limitation its rights to enforce and protect its intellectual property rights in and to the Products and to prevent any use of the Products for which appropriate payments have not been made in full. This notice and demand is provided without prejudice to MROI's other rights and remedies in law or in equity, and MROI specifically and without limitation reserves its right to assert that M2 has committed breaches under the Agreement in addition to those described herein.

Very truly yours,


Craig Newfield
General Counsel

cc: S. Paul Smith, Esq.

